

RECEIVED
10/03/07



Calgary Board of Education

Agreement

Calgary Board of Education

and

**Calgary Board of Education
Staff Association
for Professional Support Staff**

September 1, 2004

To

August 31, 2007

13715(01)

Table of Contents

ARTICLE 1	- PURPOSE.....	4
ARTICLE 2	- DURATION AND TERM OF AGREEMENT.....	4
ARTICLE 3	- DEFINITIONS.....	5
ARTICLE 4	- RECOGNITION AND APPLICATION.....	6
ARTICLE 5	- CONTRACTING OUT.....	6
ARTICLE 6	- EMPLOYMENT, JOB POSTINGS, PROMOTIONS, TRANSFERS, AND PROBATIONARY/TRIAL PERIODS.....	7
ARTICLE 7	- TERMINATION.....	8
ARTICLE 8	- LAY-OFF AND RECALL.....	9
ARTICLE 9	- SALARY ADMINISTRATION.....	10
ARTICLE 10	- ANNUAL SERVICE AWARD.....	12
ARTICLE 11	- STAFF ASSOCIATION CONVENTION.....	13
ARTICLE 12	- HOURS OF WORK.....	13
ARTICLE 13	- GENERAL HOLIDAYS.....	14
ARTICLE 14	- VACATIONS.....	15
ARTICLE 15	- SICK LEAVE WITH PAY.....	16
ARTICLE 16	- COMPASSIONATE LEAVE OF ABSENCE.....	18
ARTICLE 17	- PARENTAL LEAVE.....	19
ARTICLE 18	- EDUCATIONAL LEAVE.....	24
ARTICLE 19	- GENERAL LEAVE OF ABSENCE.....	25
ARTICLE 20	- GROUP BENEFITS PLAN.....	27
ARTICLE 21	- RETIREMENT.....	28
ARTICLE 22	- PENSION PLAN/SECURITY GRATUITY.....	29
ARTICLE 23	- SENIORITY.....	29
ARTICLE 24	- GRIEVANCE PROCEDURE.....	30
ARTICLE 25	- DEDUCTION OF DUES.....	33
ARTICLE 26	- SUPPLEMENT TO THE WORKERS COMPENSATION BOARD.....	33

ARTICLE 27 - PROTECTIVE CLOTHING.....	34
ARTICLE 28 - VEHICLE ALLOWANCE.....	34
ARTICLE 29 - PARKING.....	34
ARTICLE 30 - STAFF DEVELOPMENT FUND.....	34
ARTICLE 31 - MANAGEMENT RIGHTS.....	35
ARTICLE 32 - MUTUAL INTEREST BOARD.....	36
ARTICLE 33 - RETROACTIVITY.....	37
ARTICLE 34 - SECONDMENT.....	37
ARTICLE 35 - INFORMATION.....	38
ARTICLE 36 - MATERIALS & EQUIPMENT MANAGEMENT ALLOWANCE.....	38
APPENDIX "A"- STAFF ASSOCIATION - PROFFESIONAL SUPPORT STAFF.....	39
APPENDIX "B"- EXCLUSIONS REFERRED TO IN ARTICLE 4 - RECOGNITION.....	40
APPENDIX "C"- STAFF ASSOCIATION PROFESSIONAL SUPPORT STAFF SALARY SCHEDULE.....	43
APPENDIX "D"- LETTERS OF UNDERSTANDING AND INTENT.....	45
<i>LETTER OF UNDERSTANDING- APPLICATION OF CLAUSE 12.6 TO REACH EMPLOYEES.....</i>	46
<i>LETTER OF UNDERSTANDING - CLAUSE 9.8.1 JOB EVALUATION.....</i>	47
<i>LETTER OF UNDERSTANDING - CLAUSE 9.8.2 SALARY GRADES.....</i>	49
<i>LETTER OF UNDERSTANDING - CONTRACTING OUT.....</i>	50
<i>LETTER OF UNDERSTANDING- PROVISIONAL PSYCHOLOGISTS - TERMS AND CONDITIONS OF EMPLOYMENT 2004 -2005.....</i>	52
<i>LETTER OF UNDERSTANDING- PROVISIONAL PSYCHOLOGISTS - TERMS AND CONDITIONS OF EMPLOYMENT 2005-2006.....</i>	54
<i>LETTER OF UNDERSTANDING - PROVISIONAL PSYCHOLOGISTS - TERMS AND CONDITIONS OF EMPLOYMENT 2006-2007.....</i>	56
<i>LETTER OF UNDERSTANDIDNG - RETIRED EMPLOYEES' BENEFIT PACKAGE ..</i>	58

THIS AGREEMENT made this 16th day of May, 2006.

BETWEEN:
THE CALGARY BOARD OF EDUCATION
hereinafter called "The Board"

OF THE FIRST PART

and

THE CALGARY BOARD OF EDUCATION STAFF ASSOCIATION FOR
PROFESSIONAL SUPPORT STAFF
hereinafter called "the Association"

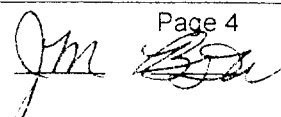
OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.1 It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Board and the Association, to promote co-operation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Association.

ARTICLE 2 - DURATION AND TERM OF AGREEMENT

- 2.1 This Agreement shall be in full force and effect as of the **first day of September 1, 2004** and shall continue in full force and effect through the **thirty-first day of August, 2007** and from year to year thereafter, unless terminated or amended in the manner hereinafter provided.
- 2.2 Either party desiring to amend or terminate this Agreement shall give notice in writing to the other party, not less than sixty (60) days or not more than one hundred and twenty days (120) immediately preceding the expiry date of this Agreement.
- 2.3 During any period of negotiations, the parties may by mutual consent agree to extend this Agreement for a specified period of time.
- 2.4 During the life of this Agreement, or while either party is under notice, or while negotiations for a further Agreement are in progress, there shall be no strikes, slow downs or stoppages of work on the part of the employees, nor any lockout on the part of the Board.



ARTICLE 3 - DEFINITIONS

- 3.1 "Association" shall mean the Calgary Board of Education Staff Association, **and shall include an officer or delegate thereof.**
- 3.2 "Board" shall mean the Calgary Board of Education, and shall include an officer or delegate thereof.
- 3.3 "Common-law" spouse is defined as a partner in a relationship where the individuals have been cohabiting for a minimum of one (1) year or a child has resulted from the union, and is documented by the most current declaration by the employee in the personnel file with the Board.
- 3.4 A "permanent" employee means a person who occupies a "permanent position" established by the Board and who has successfully completed a probationary period of six (6) months.
- 3.4.1 A "permanent position" is a position established by the Board, including a ten-month position, the existence of which has been or is intended to be of a continuous nature.
- 3.5 A "probationary" employee is one who serves a six (6) month review period when initially employed in a permanent position with the Board, and whose employment may be terminated at Management's discretion anytime during those first six (6) months. This six (6) month probationary period may be extended by agreement between Management and the Association.
- 3.6 A "temporary" employee is one who is employed for the purpose of filling a position which has temporarily become vacant as a result of the absence of a permanent employee.

OR

A "temporary" employee is one who is employed as a result of a project or activity, the duration of which is less than nine months, or such longer period of time as mutually agreed to by both parties on a case-by-case basis.

A temporary employee's employment may be terminated at Management's discretion.

- 3.7 Ten-month employees shall be probationary or permanent employees occupying positions designated by Management as ten-month positions.

- 3.8 "Trial period" is a six (6) month review period served by a permanent employee who transfers by means of a posted vacancy or who has received a promotion from one permanent position to another permanent position, commencing with the effective date of such transfer or promotion.
- 3.9 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa where the context of the party or parties hereto so require.

ARTICLE 4 - RECOGNITION AND APPLICATION

- 4.1 The Board and the Association agree that this Agreement shall cover those Professional Support Staff employees whose bargaining rights are included under Certificate No.524-92. It shall not cover positions listed as excluded in the Certificate and further positions excluded by mutual agreement or by amendments to the Certificate and positions listed in Appendix "B" of this Agreement.
- 4.2 No employees shall be discriminated against by either party or jeopardized in employment status or suffer any loss of employment because of exercising any right provided by law or by this Agreement.
- 4.3 No union activity, including grievance handling, by any employees of the Staff Association, shall take place on Board property, at work sites, or during working hours, without the permission of Management responsible for the school or respective work area. Such permission shall not be unreasonably withheld.

ARTICLE 5 - CONTRACTING OUT

- 5.1 No permanent employee will lose their employment, or suffer a reduction in regular wage/salary, or regular hours, solely as a result of contracting out.
- 5.2 Where the use of contracted services is contemplated by the Board, the process outlined in the Letter of Understanding Re: Contracting Out will be implemented.
- 5.3 Any decision to contract out services will be done in an open, honest and ethical manner.

**ARTICLE 6 - EMPLOYMENT, JOB POSTINGS, PROMOTIONS, TRANSFERS,
AND PROBATIONARY/TRIAL PERIODS**

EMPLOYMENT

- 6.I All applicants selected for permanent positions, other than personnel presently employed in permanent positions, shall be required, prior to final approval of appointment, to establish such evidence of medical fitness as may be required by the Board.

JOB POSTINGS

- 6.2.1 Vacancies for permanent positions, **except for those listed below, will be posted electronically for five (5) working days. Copies of the postings will be displayed in an accessible location in schools and administrative buildings during operational days.**

Vacancies which are not normally posted are:

- a) vacancies filled pursuant to provisions in Clause 31.2 (administrative transfers);
 - b) when staff are pending recall pursuant to Clause 8.5 (recall procedures).
- 6.2.2 A permanent position which is temporarily vacant and is occupied by a temporary employee as defined in Clause 3.6, will then be posted in accordance with this clause.
- 6.3 A copy of the posting, or an Email of the posting of the vacancy shall be forwarded to the office of the Staff Association. When an appointment has been made, the Board will provide notification of the appointee's name, former position and new position to the Staff Association within fourteen (14) days thereof. In addition, the appointee's name, address and service date will be provided to the Staff Association within thirty (30) days thereof.

PROMOTIONS AND TRANSFERS

- 6.4.1 Preference for promotion and consideration for transfer shall be given to applications from permanent employees on the basis of qualifications for the applicable positions. Applications for transfer will not normally be considered from employees who have less than ten (10) months service in their present positions. All relevant attributes, including skills, training, knowledge, efficiency and personal suitability, shall be considered in evaluating qualifications prior to the interviewing process. The final

determination of candidates to be interviewed is the responsibility of the **Human Resources** designate.

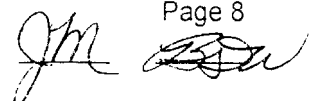
- 6.4.2 A fair, objective interview and selection process will be used to identify the level of qualification including skills, knowledge, training, experience, efficiency and personal suitability of each candidate.
- 6.4.3 When qualifications are equal, seniority shall prevail.
- 6.4.4 Normally, successful employee applicants shall be appointed to the new positions within fourteen (14) days from the date of selection; and where such an appointment has been made, the Staff Association shall be notified within fourteen (14) days thereof.

PROBATIONARY/TRIAL PERIODS

- 6.5.1 All new employees to the Board shall serve a six (6) month probationary period as described in Clause 3.5.
- 6.5.2 A permanent employee who receives a promotion to a permanent position, or whose position is reclassified, shall have a trial period of six (6) months (as per Clause 3.8). If the employee does not wish to remain in the position or proves unsatisfactory during the trial period, Management shall place the employee in their former permanent position, or its equivalent, as soon as possible.
- 6.5.3 Refusal to accept a reasonable transfer will be deemed to be a resignation, effective immediately.

ARTICLE 7 - TERMINATION

- 7.1 Employees shall give the Board at least one (1) month's notice should they decide to terminate employment.
- 7.2 Whenever an employee's services are terminated, except as provided for in Clauses 3.5, 3.6 and 31.2, the employee shall receive written notice of termination of employment of at least:
- a) three (3) weeks, if the employee has been employed by the employer for less than four (4) years;
 - b) five (5) weeks, if the employee has been employed for four (4) years or more but less than six (6) years;
 - c) six (6) weeks, if the employee has been employed for six (6) years or more but less than eight (8) years;



- d) seven (7) weeks, if the employee has been employed for eight (8) years or more but less than ten (10) years, or
- e) nine (9) weeks, if the employee has been employed for ten (10) years or more,

or a sum of money equal to the wages the employee would have earned if the employee had worked their regular hours of work for the period of notice applicable together with the money that is at least equal to the wages an employee would have earned, if such employee had worked their regular hours of work for the period of notice applicable to the employee under this Clause, that is not given.

7.3 Notwithstanding the above in Clause 7.2, the weeks noted in this clause will be paid out to an employee subject to Article **8 - Layoff and Recall** and is based on the following conditions:

- a) the employee has remained on the recall list for one year from date of layoff;
- b) the employee has not refused reasonable alternate employment for which they are qualified, while on the recall list, offered by the employer; and
- c) the allowance is based on the employee's salary as at the date of layoff.

7.4 Volunteers will not be used to replace or reduce the FTE of permanent employees.

ARTICLE 8 - LAY-OFF **AND** RECALL

8.1 The Board recognizes the principle that job security should increase with the length of continuous service with the Calgary Board of Education.

8.2 In the event that a reduction of Professional Support Staff is necessary, the Board will seek to effect this reduction through attrition.

8.3 When lay-off of permanent employees becomes necessary, the Board shall **retain employees on the basis of firstly, position description and secondly, seniority.**

- 8.4 Permanent employees laid off pending recall shall be given six (6) weeks notice, in writing, or four (4) weeks' salary in lieu of notice. The employee who is laid off shall submit a present address and telephone number to Human Resources.
- 8.5 Employees laid off in accordance with this Article shall retain recall rights for a period of one (1) year from the date of actual lay-off. Employees shall be recalled on the basis of **firstly, position description and secondly, seniority.**
- The Board will attempt to first notify employees being recalled by phone, but in any case! employees being recalled will be notified by registered **delivery** to the employees last known address on file (a copy of such notice shall be sent to the Association).
- The recalled employee(s) shall notify the Board of their intent within five (5) working days from the date of receipt of the notice as determined by the records of registration. Recalled employees who do not notify the Board within the aforementioned time frame shall be deemed to have terminated their employment with the Board.
- 8.6 **Laid off employees may be given consideration for positions other than those which they occupied at time of layoff, provided such employees are, in the opinion of the Board, qualified for those positions.**

ARTICLE 9 - SALARY ADMINISTRATION

PAY DAY

- 9.1.1 Pay day shall be every second Friday. **Each pay period, employees shall receive** a statement showing deductions and adjustments and their pay shall be deposited into the employee's bank account. If a pay day falls on a general holiday, then the pay day shall be the **preceding business day. For purposes of this clause, "business day" shall mean any day between Monday and Friday, inclusive, which is not a statutory holiday.**
- 9.1.2 Ten (10) month employees shall receive an annual salary divided into twenty-two (22) equal pays, the first of which shall occur at the end of the pay period in which the first day worked for the new school year has taken place.

10

SALARY GRIDS

- 9.2 The applicable salary grades for positions covered by this Agreement in Appendix "A" are attached.
- 9.3 Employees shall be paid in accordance with the applicable rates of pay in Appendix "C".
- 9.4 New employees normally start at the minimum of the salary range in the appropriate salary grades. However, past relevant experience will be considered in establishing the employee's starting salary. Relevant experience will be considered when experience is in an identical or very similar type of work and following appropriate certification.
- 9.5 Rates other than those listed in Appendix "C" may be established only by mutual agreement of both parties.

INCREMENTS

- 9.6 Increments shall become effective as of the anniversary date of the employee's employment date. Where performance is deemed by Management to be unsatisfactory, an increment may be withheld.

SUBSEQUENT PLACEMENTS

- 9.7.1 **A permanent employee whose position is reclassified to a position of a higher grade, or is promoted, shall be paid the greater of the minimum rate of the new salary range or a step in the new range which is two (2) steps higher than the employee's present rate.**
- 9.7.2 An employee who is temporarily appointed, in writing to a supervisory position for a period exceeding five (5) consecutive working days shall receive the greater of the minimum of the applicable grade, or the salary step in the grade that provides an increase in salary of at least ten (10) percent of the employee's current salary. This salary increase shall be payable from the effective date of the appointment.
- 9.7.3 An employee who is placed into a position affected by the terms and conditions of employment for the Professional Support Staff from another position within the Calgary Board of Education, whether it be unionized or not, shall not suffer a reduction in total compensation (defined as salary plus applicable allowances). If the total compensation is within the salary range of the employee's new grade, the employee shall be eligible for performance and/or general salary increases, provided they do not exceed established limits and/or the maximum of the salary range.

if the total compensation is over the maximum of the salary range, then that salary shall be "red circled" until such time that the maximum of the salary range exceeds the total compensation. At that time, the employee shall become eligible for performance and/or general salary increases, provided they do not exceed established limits and/or the maximum of the salary range.

JOB CLASSIFICATION

- 9.8.1 When new position descriptions are to be classified, or changes to existing position descriptions are deemed necessary or advisable by Management, the parties agree to implement and follow the process entitled "Clause 9.8.1 - Job Evaluation" of Appendix "D" of this Agreement.
- 9.8.2 When new salary grades are established, or changes to existing classification groups are deemed necessary or advisable by Management, the parties agree to implement and follow the process entitled "Clause 9.8.2 – Salary Grades" of Appendix "D" of this Agreement.
- 9.8.3 A permanent employee whose position is reclassified to a lower grade or who is transferred to a position of a lower grade due to organizational changes will be red circled and:
- a) will retain the salary they held prior to the date of reclassification or transfer: and
 - b) will be eligible for transfer by Management to positions equivalent in grade to that for which the employee is being paid.
- 9.8.4 If an employee who has been red circled refuses a reasonable transfer to a position with an equivalent job evaluation to that for which the employee is being paid, the employee's salary shall be adjusted downward to the appropriate step in the lower grade (to a step which is closest to, but not greater than, the employee's current salary).

ARTICLE 10 - ANNUAL SERVICE AWARD

- 10.1 An annual service award of three hundred (\$300) dollars shall be paid to permanent employees on staff as of December 1st of each year and who have been: employed by the Board for a period of not less than fifteen (15) continuous years. This shall also apply to employees on paid sick leave, Workers' Compensation and up to the first two (2) years of long term disability, or up to the first two (2) years of general health leave. The service award shall be paid in the first pay period of December by way of separate cheque/deposit.

ARTICLE 11 - STAFF ASSOCIATION CONVENTION

11.1 Permanent and probationary employees will be allowed at least one (1) day, with pay, to attend the annual Staff Association Convention. Employees not required to work either of the days of the Staff Association Convention shall not be entitled to receive additional compensation for time spent at the Staff Association Convention.

11.2 Those employees who serve as members of the Staff Association Convention Committee (up to a maximum of (15) fifteen) shall receive two (2) days with pay to attend the Convention.

ARTICLE 12 - HOURS OF WORK

12.1 The working hours for ten (10) month employees, not in receipt of any administrative allowance, shall normally be thirty (30) hours per week, averaged over the school year.

12.2 Ten (10) month employees are expected to maintain their hours of work during the period from the opening day of the school year to the closing day of the school year, including those days/periods when the schools are operating at less than normal levels.

12.3 For ten (10) month employees, ten (10) months employment in a school year constitutes a full employment year.

12.4 Twelve (12) month employees shall normally work an extra fifteen (15) minutes per day in lieu of the eight (8) Fridays off during the months of July and August.

The provision of this Clause, which allows for eight (8) days off for twelve (12) month employees, is not intended to create additional accounting.

Therefore, the following employees will still be eligible to take the eight (8) days off even though they may not have worked sufficient additional time per day throughout the year:

- newly hired twelve (12) month employees;
- employees who transfer from a ten (10) month position to a twelve (12) month position; and
- employees who return from a paid or unpaid leave of absence.

Further, employees will not be reimbursed by the Board for the previously worked additional fifteen (15) minutes per day during the year should the employee:

- transfer from a twelve (12) month position a ten (10) month position;
- commence a paid or unpaid leave of absence; or
- terminate their employment with, or have their employment terminated by, the Calgary Board of Education for any reason.

12.5 It is understood that employees are expected to participate in activities which are normal extensions of their professional responsibilities. These functions shall include consultations with teachers, other Calgary Board of Education personnel and parents; preparation of written documentation and reports as necessary; attendance at meetings specific to their duties and work units. It is also understood that some parameters are necessary in order to ensure both the quality of program delivery and a viable work load for employees. These parameters shall be determined collaboratively by employees and the appropriate supervisor.

12.6 Employees may be granted lieu time as compensation for exceptional workload or excessive hours of work. Such situations require approval from the appropriate supervisor or designate.

ARTICLE 13 - GENERAL HOLIDAYS

13.1 Twelve-month employees shall be entitled to the following holidays: New Year's Day, Family Day (third Monday in February), Good Friday, Easter Monday, except when schools are in session, in which case Easter Monday will be replaced by the Monday of Spring Break, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other general public holidays proclaimed by the City of Calgary, the Government of Alberta or the Government of Canada, and which are observed generally within the applicable government jurisdiction except when replacing any holiday named previously in which case only the lieu holiday shall be recognized.

13.2.1 Ten-month employees shall be entitled to the following holidays: New Year's Day, Family Day (third Monday in February), Good Friday, Easter Monday, except when schools are in session, in which case Easter Monday will be replaced by the Monday of Spring Break, Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other general public holidays as proclaimed by the City of Calgary, the Government of Alberta or the Government of Canada which fall during the ten-month period of employment and which are observed generally within the applicable government jurisdiction except when replacing any holiday named previously in which case only the lieu holiday shall be recognized.

- 13.3 Should the City of Calgary, the Government of Alberta or the Government of Canada, by legislation, rescind any of the above-named day(s) mentioned in Clause 13.1 and/or 13.2 and such day(s) are subsequently removed from the Employment Standards Code of Alberta, such day(s) shall automatically be removed from this Collective Agreement.
- 13.4 When the holidays designated in Clauses 13.1 and 13.2, fall on an employee's scheduled day off and such day is not worked, the employee shall be granted a mutually agreed to alternate day off with regular pay in lieu of the holiday.
- 13.5 The Board and the Association may enter into agreements for the exchange of days, at straight time pay, for the purpose of extending time-off in conjunction with general holidays or for creating extended weekends. Each such agreement shall pertain to a specific circumstance.
- 13.6 Employees who work on Stampede Parade Day shall receive one half (1/2) of a normal working day off with pay, provided that the day is a regularly scheduled work day. Where December 24 and December 31 are working days, offices will open at 8:30 a.m. and close at 12:00 noon on those days and employees scheduled to work will be released at that time without loss of pay or reduction of vacation entitlement. Subject to the requirement to remain open for service to the public until noon, employees who work less than full-time may be released on a pro-rated basis on those days.

ARTICLE 14 - VACATIONS

- 14.1 During the first year of service, employees shall be granted one and one-half (1 1/2) days vacation with pay for every full month worked prior to July 1, to a maximum of fifteen (15) working days.
- 14.2 Subsequent vacations with pay for twelve (12) month Professional Support Staff shall be based upon full years of continuous service prior to July 1, in each year, on the basis of the following schedule:
- After one (1) year Twenty (20) working days annual vacation
- After five (5) years Thirty (30) working days annual vacation
- 14.3 Ten-month employees shall be entitled to vacation pay calculated on the basis of :
- | | |
|--------------------------------------|-------------------|
| First five (5) full years of service | six percent (6%) |
| After five (5) full years of service | ten percent (10%) |

- 14.4 An employee who transfers from a ten-month position to a permanent full-time twelve-month position may, upon request, opt for the provisions of Clause 14.2 if payment has not been made under the provisions of Clause 14.3.
- 14.5 Vacations shall be assigned by Management, after consideration to efficient operation and to the wishes of the employees. Employees entitled to a minimum annual vacation of twenty (20) working days may defer up to ten (10) working days until the following year, if the request is approved by the Superintendent concerned. June 30 shall be established as the date for such deferments.
- 14.6 Employees who resign shall be paid for unused vacation entitlement and shall not be permitted to extend the period of their employment through the scheduling of unused vacation entitlement.

ARTICLE 15 - SICK LEAVE WITH PAY

- 15.1 Employees shall earn sick leave with pay at the rate of one day per pay period commencing with the first entire pay period worked by an employee. For the purpose of calculating sick leave accumulation, time on holidays, vacation, and approved leaves of absence of four (4) weeks, or less, will be counted.
- 15.2 Ten (10) month employees shall accumulate their unused sick leave to a maximum of two hundred (200) days. Twelve (12) month employees shall accumulate their unused sick leave to a maximum of two hundred and forty (240) days.
- 15.3 Eligibility for sick leave with pay is usually established by the submission of a signed sick leave declaration form when the absence is for a period not exceeding five (5) days.
- 15.4 Eligibility for sick leave with pay is usually established by submission of a physician's or surgeon's declaration form when the absence is for periods exceeding five (5) days.
- 15.5 Employees who are quarantined by Public Health Authorities shall be eligible for sick leave with pay during the quarantine period.
- 15.6 Where an employee on vacation
- a) requires hospitalization; or

- b) suffers a serious illness, major surgery or an injury accident requiring a minimum of five (5) days medical convalescence sick leave will be substituted for vacation leave.

Proof of the medical condition which would have prevented an employee from carrying out the employee's regular duties, must be certified by the attending qualified doctor, dentist or chiropractor.

- 15.7.1 An employee may be granted general health leave, without pay, for a period of one (1) year. A medical certificate may be requested by the Board in support of an application for, or return from, a leave of this nature.

Where an employee is absent from their position as a result of health-related reasons (with or without pay), their position will be held for a period of twelve continuous calendar months beginning from the first day of the employee's absence. Thereafter, the position will be posted and staffed in accordance with applicable Clauses in Articles 6 and 8.

The Superintendent of Human Resources or their designate may grant extensions at the request of management to hold the job posting for an additional period of time up to a maximum of three months. The Superintendent of Human Resources or their designate shall notify the Staff Association of granted extensions.

When an employee is able to return from a health related absence, where their position has been staffed as a result of the above, **the employee may displace another employee in the applicable position on the basis of seniority. The employee may only displace an employee with less seniority. Where an employee could displace more than one employee, the employee to be displaced shall be the one possessing the least Board seniority.**

If no applicable position exists or there is no employee with less seniority, the employee shall be laid off and recalled as per the layoff and recall provisions in Article 8.

- 15.7.2 When leave of absence without pay has been granted under this Clause, the maintenance of benefits shall be conditional upon the employee paying, in advance, the full cost of such benefits. In addition, the period of leave shall not be credited for computation of seniority, sick leave or annual vacation.

- 15.8 In the event of the death of an employee, accrued sick leave benefits shall be paid to the beneficiary designated for the Group Life Insurance Plan, or where the employee does not participate in that insurance, to the

beneficiary designated for the Local Authorities Pension Plan, or Teachers' Retirement Fund. Where an employee does not participate in either the Group Life insurance Plan, Local Authorities Pension Plan or Teachers' Retirement Fund, accrued sick leave benefits shall be paid to the estate of the employee.

- 15.9 When an employee is unable to work due to a long-term disability covered by the Group insurance Plan referred to in Article 20, the employee will be considered as being on a leave of absence without pay for a period of two (2) years from the date the employee commenced to receive long-term disability payments. During this period, the employee will continue to accumulate seniority. Should the employee return to service at any time before the expiration of the two (2) year period, the time during which the employee was receiving long-term disability will be included as service for determining the number of weeks of annual vacation, but the employee shall not earn vacation credits during that time. In the event an employee is unable to return to work following the two (2) year period long-term disability, the employee may be granted a general health leave without pay.
- 15.10 An employee who obtains sick leave with pay by fraudulent means shall be subject to disciplinary action up to and including termination of employment.

COORDINATED ASSISTANCE AND REHABILITATION FOR EMPLOYEE SUPPORT - CARES

- 15.11 A rehabilitation program (Coordinated Assistance and Rehabilitation for Employee Support - CARES) has been agreed to by the parties to provide proactive and early intervention of rehabilitation services to employees. This program is designed with clear processes making employees central to all decisions that may affect them and their recovery. An employee who is absent from work for more than ten (10) working days will be contacted by Employee Health Resource Centre (EHRC) to participate in this program.

Notwithstanding the above, employees may volunteer to participate in this rehabilitation program at any time they are affected by an illness or an injury.

ARTICLE 16 - COMPASSIONATE LEAVE OF ABSENCE

- 16.1 Employees shall be granted a leave of absence in case of serious injury: major surgery, critical illness or death of a "near relative". For the purpose of this agreement, "near relative" shall be defined as the following

relationships to the employee or the employee's spouse including common-law spouse:

- spouse, including common-law spouse
- grandparent
- parent, including legal guardians
- brother
- sister
- child, including legal wards
- grandchild
- the respective spouses of all of the above
- any other relative who has resided in the home for at least two years
- such other person as the Superintendent of Human Resources, or their designate may approve.

16.2 On request, an employee shall be granted up to five (5) days leave of absence, with pay, in the event of serious injury, major surgery, critical illness or other family emergency for the purpose of attending to the needs of a "near relative", **as defined in clause 16.1**. Additional leave may be granted at the discretion of the Superintendent of Human Resources, or their designate, should the circumstances warrant extra time.

16.3 On request, an employee shall be granted a maximum of three (3) days leave of absence, with pay, to attend the funeral/memorial service of a "near relative", **as defined in clause 16.1**, if the funeral/memorial service is in or near the city. An additional two (2) days shall be granted if further time is required for travel purposes.

16.4 Where an employee does not attend the funeral/memorial services of the "near relative", **as defined in clause 16.1**, reasonable leave may be granted at the discretion of the Superintendent of Human Resources, or their designate.

ARTICLE 17 - PARENTAL LEAVES OF ABSENCE

17.1 Maternity Leave

17.1.0 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Maternity Leave, Adoption Leave, Extended Parental Leave, Education/ Improvement Leave, General Leave or any combination of these leaves.

17.1.1 Upon request, an employee who has successfully completed their probationary period (minimum six (6) months) shall be entitled to maternity leave of absence for a period of up to six (6) months commencing on the

date of the birth of the employees' child. Maternity leave may be comprised of health-related and non-health-related periods.

- 17.1.2 An employee shall give the Board at least one (1) months written notice of her intention to take a maternity leave. Such notice shall be accompanied by a medical certificate indicating that the employee is pregnant and giving the estimated date of birth.
- 17.1.2.1 A maternity leave shall commence on the date on which the employee is unable to work as a consequence of her pregnancy. The maternity leave in no case shall extend beyond six (6) months from the date of birth. Parental leave may be available pursuant to article 17.3.
- 17.1.3 Notwithstanding Clause 17.1.1 an employee may take up to twelve (12) weeks of maternity leave prior to the estimated date of birth. This period of leave will be deducted from the period of maternity leave that would otherwise be available after the birth.
- 17.1.4 Should an employee wish to continue participation in the benefit plans during maternity leave provided pursuant to Clause 17.1.1, the premiums shall continue to be shared between the Board and the employee pursuant to Article 20 of this Agreement. Notice of the employee's intention to continue participation in the benefit plans must be provided to the Board at the same time the maternity leave is requested.
- 17.1.5 Upon expiration of the leave provided pursuant to Clause 17.1.1, the employee shall be reinstated in the position she occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature, at no less than the salary and other benefits that were applicable at the time the maternity leave commenced.
- 17.1.6 During the health-related period of maternity leave, the employee shall accumulate sick leave and vacation time as per Clauses 14.1, 14.2, 14.6, 15.1 and increment entitlement as per Article 8. During the non-health-related period of maternity leave, an employee shall not accumulate experience toward the granting of increments and shall be ineligible for sick leave accumulation or allowance, promotion or vacation entitlement.
- 17.1.7 An employee shall receive Supplementary Employment Benefits which, when combined with Employment Insurance Benefits, are equivalent to 100% of salary. The payment of such benefits shall commence on the date of birth of the employee's child and will continue during the health-related portion of the maternity leave subject to Clauses 17.1.8, 17.1.9, and 17.1.10.

- 17.1.8 Supplementary Employment Benefits will be paid without medical documentation other than that required pursuant to Clause 17.1.2 for a period up to eight (8) weeks following the date of birth of the employee's child provided the employee is otherwise eligible to receive sick leave benefits.
- 17.1.9 Continuation of Supplementary Employment Benefits beyond eight (8) weeks following the date of birth shall require a medical certificate pursuant to Clause 15.3 of this agreement.
- 17.1.10 Supplementary Employment Benefits shall be paid during the period in which the employee is in receipt of Employment Insurance Benefits and shall include full salary during any waiting period up to three (3) weeks prior to receipt of such benefits.
- 17.2 Adoption Leave
- 17.2.0 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Maternity Leave, Adoption Leave, Extended Parental Leave, Education / Improvement Leave, General Leave or any combination of these leaves.
- 17.2.1 Upon request, an employee who has successfully completed their probationary period (minimum 6 months) shall be entitled to adoption leave without pay for a period of up to six (6) months commencing on the date the child is placed with the employee for the purpose of adoption.
- 17.2.2 An employee shall provide the Board: in writing, with as much notice as possible of the employee's intention to access adoption leave. In any event, the employee shall advise the Board, in writing, at least one (1) month prior to the date that the employee will commence adoption leave, unless the date of the child's placement with the employee was not foreseeable. If the employee cannot comply with the written notice requirement, the employee must give the Board written notice at the earliest possible date that the employee will start or has started adoption leave.
- 17.2.3 Should an employee wish to continue participation in the benefit plans during adoption leave, granted pursuant to Clause 17.2.2, the premiums shall continue to be shared between the Board and the employee pursuant to Article 20 of this agreement. Notice of the employee's intention to continue participation in the benefit plans must be provided to the Board at the same time the adoption leave is requested.
- 17.2.4 Upon expiration of adoption leave granted pursuant to Clause 17.2.1, an employee shall be reinstated in the position occupied at the time adoption leave commenced, or be provided with alternative work of a comparable

nature, at not less than the salary and other benefits that were applicable at the time adoption leave commenced.

- 17.2.5 During the period of adoption leave, an employee shall not accumulate sick leave, allowance, promotion, vacation or increment entitlement.
- 17.2.6 A probationary or permanent employee may be granted up to a maximum of three (3) days with pay for the purpose of completing necessary documentation and requirements relating to the adoption and custody of a child.
- 17.3 Parental Leave
- 17.3.0 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Maternity Leave, Adoption Leave, Extended Parental Leave, Education / Improvement Leave, General Leave or any combination of these leaves.
- 17.3.1 Upon request, an employee who has successfully completed their probationary period (minimum six (6) months) shall be provided parental leave without pay as an extension to maternity leave or adoption leave. The extended parental leave, maternity leave and/or adoption leave shall not exceed the balance of the school year in which the extended parental leave commences plus the following school year.
- 17.3.2 An employee who has not accessed maternity leave or adoption leave who has successfully completed their probationary period (minimum six (6) months) is entitled to a parental leave without pay of up to thirty-seven (37) weeks within fifty-two (52) week period after the birth of the employee's child or after a child has been placed with the employee for the purpose of adoption.
- 17.3.3 Where both parents are permanent employees of the Board and covered by this agreement, either or both parents may take the parental leave.
- 17.3.4 The employee shall provide the Board with at least one (1) month written notice prior to the requested parental leave.
- 17.3.5 The expiry date of parental leave in excess of thirty-seven (37) weeks will coincide with the commencement of the applicable school year unless some other date is agreed between the employee and the Board.
- 17.3.6 Parental leave shall be at no cost to the Board.

- 17.3.7 While on parental leave of absence, an employee may access the Board's benefit plans at no cost to the Board.
- 17.3.8 Upon expiration of a parental leave, the employee shall be reinstated in the position occupied at the time the leave commenced or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time leave commenced.
- 17.3.9 Notwithstanding Clause 17.3.8, the employee's return to work shall be contingent upon the availability of a suitable position where the employee's leave extends beyond the twelve (12) continuous months described in Clause 17.3.0.
- 17.3.10 During the period of parental leave, an employee shall not accumulate sick leave, allowance, promotion, vacation or increment entitlement.
- 17.3.11 For births or adoptions occurring during the summer break, and for which no maternity leave or adoption leave is taken, parental leave may commence on the first day of the next school year.
- 17.4 Return To Duties Following Maternity, Adoption and Parental Leaves
- 17.4.1 An employee, scheduled to return to duties following a maternity, adoption or parental leave of absence shall notify the Superintendent of Human Resources or delegated authority in writing at least thirty (30) calendar days prior to the scheduled end of the leave, confirming the employee's decision to return to duties.
- 17.4.2 Upon request, an employee on maternity leave may return to duties before the expiration of six (6) weeks following the birth of the employee's child, providing the employee submits a medical certificate indicating that the employee is fit to return to work and providing that a suitable position is available.
- 17.4.3 Subject to Clause 17.4.2, upon request, an employee may return to duties prior to the scheduled expiration of maternity, adoption and/or parental leave of absence of fewer than thirty-seven (37) weeks in duration by providing notice in writing at least thirty (30) calendar days in advance of the return date.
- 17.4.4 Upon request, an employee may return to duties prior to the scheduled expiration of maternity, adoption and/or parental leave of absence in excess of thirty-seven (37) weeks by submitting notice in writing at least thirty (30) calendar days in advance of the return date and providing a suitable position is available.

17.4.5 An employee who does not wish to resume employment following the scheduled maternity, adoption or parental leave must give at least thirty (30) calendar days written notice to terminate their employment.

17.5 Paternity Leave

17.5.1 Upon request, a probationary or permanent employee who is a father shall be granted up to two (2) days paternity leave with pay at the time of the birth of the employee's child.

ARTICLE 18 - EDUCATIONAL LEAVE

18.1 Professional Improvement Fellowships shall be granted for the pursuit of university or other formal academic studies. They also shall be granted to enable the employee to obtain specific skills, training, or carry out an approved research project. Fellowships are granted in lieu of salary for activities of up to one year's duration, subject to the limitations outlined in this Article. A portion of the fellowship may be taken as a research grant pursuant to prevailing Income Tax Regulations.

- a) Fellowships may be granted to employees whose application is deemed by the Review Committee for Professional Improvement Fellowships to be for activities which are responsive to the learning needs of students, the needs and strategic direction of the system and which will contribute to the professional growth of the employee
- b) All applications for a Fellowship shall be accompanied by a clear statement of the purposes as identified in 18.1 (a).
- c) Applications shall be submitted to the Superintendent of Human Resources by December 31, for activities commencing on September 1 or after September 1 of the following year.
- d) The Superintendent of Human Resources shall forward all applications to a Committee consisting of two (2) representatives from C.B.E. Staff Association and three (3) representatives from the Calgary Board of Education Administration which are to include the following:
 - Director from School Support Services
 - Director of Staffing or Designate
 - Superintendent from Human Resources or Designate
- e) The committee shall consider each application and decide whether or not to grant the Fellowship. Its decisions and supporting



rationales shall be communicated to the Manager of Staffing Control and Budget and the employee by January 31.

- f) An employee granted a Professional Improvement Fellowship shall be paid sixty-five percent (65%) of their earnings (including Vacation Pay) to which the employee is entitled, to be administered in accordance with Article 9 of the Collective Agreement.
- g) When Professional Improvement Fellowship leaves are granted exceeding four **(4)** weeks at any one time, maintenance of employee benefits are conditional upon the employee paying the full cost of such benefits in advance. However, if the employee works one (1) day in any calendar month, benefits will continue to be provided as per Article 20 for that calendar month.
- h) Employees granted financial assistance shall enter into a written agreement with the Board to serve for twice the period for which the Professional Improvement Fellowship was granted. Employees shall undertake to reimburse the Board for the portion of assistance for which the return service commitment is deficient should they separate from the Board's service.

ARTICLE 19 - GENERAL LEAVE OF ABSENCE

- 19.1** Leave of absence, without pay, exceeding two (2) weeks at any one time, may be granted by the Superintendent, Human Resources, or designate.
- 19.2** Leave of absence, with pay, for periods not exceeding two (2) days, may be granted by an employee's immediate supervisor, providing that it is mutually agreed that the time allowed will be made up by the employee at the regular rate of pay.
- 19.3** Employees granted an unpaid leave of absence greater than one (1) calendar month in accordance with this Article may continue any applicable group insurance coverage by prepaying the total required premiums.
- 19.4** Time off with pay shall be permitted, to a maximum of four (4) Association representatives, during discussions applicable to grievances presented by employees and for meetings called by Management, exclusive of arbitration hearings and negotiations for new or revised agreements. All time off must receive prior approval of Management.
- 19.5** **Upon request, leaves of absence with reduced pay, for a period not exceeding two (2) days per year shall be granted by a principal or**

supervisor unless the operational/work requirements of the school or the department prevent the granting of this leave. Pursuant to this clause, the employee will be deducted at the rate of one-half (1/2) of the pay which would have been received for the employee's scheduled hours of work.

19.6 GRADUATION AND CONVOCATION LEAVE OF ABSENCE

Upon request, leave shall be granted to an employee by their supervisor to attend the employee's or the employee's spouse/child post-secondary convocation and/or high school graduation where the ceremony takes place during the employee's regularly scheduled workday.

The leave shall be granted as follows:

- a) one paid day for the attendance of a post-secondary convocation;
- b) one-half of a paid day for attendance of a **senior** high school graduation

LEAVE FOR RELIGIOUS HOLY DAYS

19.7 Employees who, by reasons of faith, observe religious holy days falling on regular business days shall, upon request, be excused from work, with pay. It is understood that documentation may be required to support applications for this leave.

LEAVE FOR PROFESSIONAL ASSOCIATION ACTIVITIES

19.8.1 The Board encourages employees to be actively involved in leadership roles with their professional associations and the Board recognizes that such involvement may, on occasion, require them to be absent from their regular duties.

19.8.2 Upon receipt of approval of their immediate supervisor, employees will be permitted leave of absence to participate in the activities of their professional associations, provided adequate arrangement can be made to have their responsibilities met.

19.8.3 Leaves of absence for extended periods of time will be on the understanding that the Board will be reimbursed for any cost incurred.

LEAVE FOR POLITICAL ACTIVITIES

19.9 The Board recognizes the right of employees to campaign for and to hold political office in the municipal, provincial and federal fields and, pursuant

to Board Policy and Regulation 4,013, authorizes the Superintendent, Human Resources to grant leave to employees for these purposes.

SPECIAL LEAVE

19.10 Leave, with pay, for one (1) day may be granted to write an examination which is written for the purpose of increasing academic or professional qualifications.

DEFERRED SALARY LEAVE

19.11.1 The Board, in consultation with the Association, shall offer a Deferred Salary Leave Plan to all permanent employees.

19.11.2 The employee granted Deferred Salary Leave shall have their position held and filled by a temporary employee.

19.11.3 Sick leave credits will not be accumulated during the year spent on leave.

19.11.4 It is understood that increments will not be credited to the employee for the period of leave under this Clause.

19.11.5 Maintenance of employee benefits shall be conditional upon the employee paying, in advance, the full cost of such benefits.

ARTICLE 20- GROUP BENEFITS PLAN

20.1 The Group Benefits Plan refers to life insurance, accidental death and dismemberment insurance, supplementary health benefits (hospitalization, major medical, vision care), dental benefits and long term disability insurance as outlined in the applicable group insurance policies, and the Alberta Health & Wellness plan.

20.2 Participation in the Plan shall be a condition of employment. Employees must complete an enrollment card within thirty-one (31) days of the first day of employment. There is no waiting period for eligibility.

20.3 The cost sharing of group insurance plans between the Board and the employee shall be:

	<u>Board</u>	<u>Employee</u>
Life and Accidental Death and Dismemberment	100%	Nil
Supplementary Health Benefits	100%	Nil

Dental Insurance Plan	100%	Nil
Alberta Health & Wellness	100%	Nil
Long Term Disability	Nil	100%

20.4 The Board will administer the Group Benefits Plan.

20.5 The Board and the Association agree that the Employment Insurance Premium Reduction has been shared, in accordance with the appropriate section(s) of the Employment Insurance Act, through application of the employee share of the saving to offset the cost of other benefits contained in this agreement.

20.6 Health Spending Account

20.6.1 Effective upon ratification of this agreement (or as soon thereafter as the carrier can provide) the Calgary Board of Education will establish a Health Spending Account for employees covered by the Staff Association Collective Agreement. Eligible employees will be employees who are actively at work, on maternity leave, on paid sick leave, on extended disability ~~or~~ on WCB. The Board will contribute annually an amount of \$500 for each eligible full-time employee.

20.6.2 Effective January 1, 2007, and each year thereafter, the Board will contribute an annual amount of \$750 for full-time employees covered by this agreement who are eligible as at the first working day of the applicable calendar year.

20.6.3 Contributions to the Health Spending Account will be pro-rated for employees who occupy a position less than one full-time equivalent (FTE). The pro-rated amount will be determined once annually on the eligibility date defined above, and will not be adjusted due to changes in FTE throughout the year.

20.6.4 The unused balance in an employee's Health Spending Account will be carried forward to the extent permitted by law. Employees leaving the Board will forfeit any remaining balance.

ARTICLE 21 - RETIREMENT

21.1 The normal retirement age of an employee, for purposes of pension benefit and other retirement benefits is sixty-five (65) years.

ARTICLE 22 - PENSION PLAN/SERVICE GRATUITY

22.1.1 Employees shall participate in the Local Authorities Pension Plan in accordance with the terms of the applicable regulations.

22.1.2 For ten month employees, ten (10) months of employment shall be considered a year of pensionable service.

22.2.1 At the time of retirement or resignation from the Board, employees shall receive a gratuity based upon the following formula:

After ten (10) years' continuous service

- one (1) month's salary based on the employee's final earnings with the Board unless the employee advises Human Resources, prior to retirement or resignation, of higher earnings in a previous year.

After fifteen (15) years' continuous service

- two (2) months' salary based on the employee's final earnings with the Board unless the employee advises Human Resources, prior to retirement or resignation, of higher earnings in a previous year.

After twenty (20) years' continuous service

- three (3) months' salary based on the employee's final earnings with the Board unless the employee advises Human Resources, prior to retirement or resignation, of higher earnings in a previous year.

22.2.2 Employees who relinquish a position within the Professional Support Staff for alternate employment with the Board for any reason shall retain limited rights to access provisions of this Article. The service recognized shall be that accumulated prior to accepting a position outside the Professional Support Staff and the salary shall be that at the time of retirement. Should the terms and conditions of employment applicable to the position the individual occupies at the time of retirement provide for a service gratuity recognizing the above referred to service, no benefits shall be payable under this provision.

ARTICLE 23 - SENIORITY

23.1 After successful completion of the first probationary period of employment in a permanent position, an employee's seniority shall be retroactive to the date that the employee commenced employment in the applicable position and shall cease upon termination of that employment with the Calgary Board of Education.

23.2 The seniority date of an employee shall be adjusted forward by the number of days that the employee is away on leave of absence without pay, other

than for approved medical reasons, if the leave is for more than **30 calendar days**. This Clause will not apply to maternity leave.

ARTICLE 24 - GRIEVANCE PROCEDURE

GUIDELINES

- 24.1.1 A grievance is a difference regarding the interpretation, application, operation or alleged contravention of this Collective Agreement or the imposition of disciplinary action.
- 24.1.2 An employee is entitled to representation by the Association at any step of the grievance procedure and is advised to seek such representation as early in the dispute as possible.
- 24.1.3 During the grievance procedure described in Clauses **24.1.1** through to **24.6.4**, it is recommended that the interest-based problem solving approach be used. However, if mutually agreed, either party may apply for a third party grievance mediator to resolve the dispute at anytime during the process.
- 24.1.4 All grievances shall be submitted in writing setting forth:
- a) the section or sections of the Collective Agreement alleged to have been misapplied or violated;
 - b) the nature of the grievance;
 - c) the remedy sought.
- 24.1.5 The use of the word "days" in this Article means working days.
- 24.1.6 In the event that a grievance is submitted as a result of an employee being terminated, the grievance will be submitted at Level II of the grievance procedure.
- 24.1.7 The time limits referred to in this article may be extended by written mutual agreement of the parties.
- 24.1.8 Grievances submitted later than the specified time limits shall be considered null and void.

INFORMAL DISCUSSION

- 24.2.1 An employee may first seek to settle the difference through discussion with the employee's immediate supervisor, or with that supervisor with whom there is a dispute.
- 24.2.2 Failing resolution in 24.2.1, or where informal discussion is not sought, the employee shall contact the Association before advancing the issue to Level I. When an issue is formally grieved by an employee, it is understood that the Association becomes a legitimate party to the grievance.
- 24.2.3 An informal discussion can occur at any time between the Association and the Board to seek resolution. The Association may end an informal discussion by advancing the issue to Level I. The Board may end an informal discussion by submitting a letter to the employee, with a copy to the Association, stating the issue and response.**

LEVEL I

- 24.3.1 A grievance shall be submitted, in writing, to the Director, Employee Relations, or designate, with a copy to the Association. This shall be done within ten (10) days of the date the employee, or Association, knew, or had the first reasonable opportunity to know, of the alleged violation or misapplication. The Director, or designate, shall notify the employee's immediate supervisor, or the supervisor outside the scope of this Collective Agreement whose action precipitated the grievance, of the grievance.
- 24.3.2 The supervisor shall arrange a hearing and render a written decision with reasons to the Association, employee and Director, Employee Relations within five (5) days of the Director, Employee Relations receiving the grievance.
- 24.3.3 Where the supervisor fails to hold a hearing and render a written decision with reasons to the grievance within five (5) days, the Association shall be entitled to advance the grievance to Level II.

LEVEL II

- 24.4.1 Where a grievance is not resolved at Level I, it shall be advanced, in writing, by the Association, within five (5) days of receiving the written decision of the supervisor, to the Director, Employee Relations. The Director, in consultation with the Association, shall notify the Superintendent of the appropriate Service Unit of the grievance.
- 24.4.2 The Superintendent of the Service Unit or designate shall arrange a hearing and render a written decision with reasons to the Association,

employee and Director, **Labour Relations, Health and Wellness** within five (5) days of receiving the grievance.

- 24.4.3 Where the Superintendent fails to hold a hearing and render a written decision with reasons within five (5) days following the hearing, the Association member shall be entitled to advance the grievance to Level III

LEVEL III

- 24.5.1 Where a grievance is not resolved at Level II, it shall be advanced, in writing, by the Association, within five (5) days of receiving the written decision of the Superintendent of the Service Unit, to the Director, Employee Relations. The Director shall notify the Chief Superintendent of Schools of the grievance.
- 24.5.2 The Chief Superintendent of Schools shall arrange a hearing and render a written decision with reasons to the Association, employee and Director, Employee Relations within ten (10) days of receiving the grievance **(20 days for policy grievance)**.
- 24.5.3 Where the Chief Superintendent of Schools fails to hold a hearing and render a written decision with reasons within ten (10) days of its receipt, **(20 days for policy grievance)** the Association shall be entitled to advance the grievance to arbitration.

ARBITRATION

- 24.6.1 If the grievance is not resolved at Level III the Staff Association may refer the matter to an arbitration board or a single arbitrator within five (5) days of the receipt of the written decision of the Chief Superintendent of Schools, by advising the Board in writing of its intention to do so. The appointment of a single arbitrator must be mutually agreed between the parties.
- 24.6.2 An arbitration board shall consist of one (1) member appointed by the Board and one (1) member appointed by the Staff Association. The two (2) members so appointed shall endeavour to select a mutually acceptable Chairperson for the arbitration board. If they are unable to agree upon the choice of a Chairperson within five (5) working days of their appointment, they shall request the Minister of Labour for the Province of Alberta to appoint a Chairperson.
- 24.6.3 The majority decision of the arbitration board shall be final and binding on the parties and shall not change, modify or alter any of the terms of this Agreement.

24.6.4 The Board and the Staff Association shall bear the expenses of their respective appointees to the arbitration board and shall bear equally the expenses of the Chairperson.

POLICY GRIEVANCE

24.7.I A policy grievance is a dispute between the Board and the Staff Association which due to its nature is not properly the subject of an individual grievance.

24.7.2 Where the Staff Association, by way of a policy grievance signed by the Chairperson of the Staff Association; or the Board, by way of a policy grievance signed by an authorized Board representative, seeks to enforce a matter that is alleged to arise out of this collective agreement, such a policy grievance shall be initiated at Level III of the grievance procedure, **Clause 24.5.2** and shall proceed accordingly to the subsequent sections of Article **24**.

GROUP GRIEVANCE

24.8.1 A group grievance may be initiated by more than one Staff Association member provided that all the concerned Staff Association members are grieving the identical issue. Such a group grievance shall be dealt with in accordance with Clauses **24.1.1 to 24.6.4** inclusive.

24.8.2 The withdrawal of support of a group grievance by one of its submitting Staff Association members does not automatically cancel the group grievance.

ARTICLE 25 - DEDUCTION OF DUES

25.1 Employees, as a condition of employment, shall be subject to deduction of dues as set from time to time by the Association. The Board agrees to deduct such dues from the salary of the employee and submit the total dues so collected to the Association by the fifteenth (15th) of the month following the collection of dues.

25.2 The parties acknowledge that the deduction of dues does not constitute membership in the Association and that membership in the Staff Association must be applied for and shall continue to be voluntary.

ARTICLE 26 - SUPPLEMENT TO THE WORKERS' COMPENSATION BOARD

26.1 If an employee is prevented from performing the employee's regular work with the "Board" on account of an occupational accident occurring in the performance of the employee's duties with the "Board", that is recognized by The Workers' Compensation Board as compensable within the

meaning of The Workers' Compensation Act, the "Board" will supplement the award made by The Workers' Compensation Board for loss of wages to the employee by an amount which, when added to the award, will equal one hundred (100%) percent of the employee's net wage (gross minus Canada Pension Plan (CPP) and Employment Insurance (EI) deductions). This supplement shall be paid by the "Board" while the **employer, on behalf of the employee, receives compensation from the Workers' Compensation Board or until the employee reaches retirement age.**

ARTICLE 27 - PROTECTIVE CLOTHING

- 27.1 When the work performed by an employee requires that protective clothing or equipment be worn, as determined by Management, such clothing or equipment shall be provided in such qualities and quantities as deemed by Management to be sufficient and without cost to the employee.
- 27.2 Disposable surgical gloves will be provided for all First Aid Kits.

ARTICLE 28 -VEHICLE ALLOWANCE

- 28.1 Employees shall be reimbursed at the current effective rate for distance travelled on Board business.
- 28.2 In addition, those designated to use their personal vehicles will be reimbursed for the difference in premium between normal pleasure driving vehicle insurance and insurance for business use of a vehicle, subject to their providing proof to Management of the extra charge from the insurance company.

ARTICLE 29 - PARKING

- 29.1 The Board agrees that with exception of the Education Centre building available unserviced parking will be accessible, without charge, to employees covered by this Agreement. Where employees choose to access available serviced parking, they will be subject to an associated utility fee as set by the Board. Where employees choose to access available parking at the Education Centre building they will be subject to a fee as set by the Board.

ARTICLE 30 - STAFF DEVELOPMENT FUND

- 30.1 **Effective September 1, 2006**, a fund in the amount of **forty thousand (\$40,000)** dollars is available annually to members of the Professional Support Staff employee group for the purpose of professional development.

- 30.2 The fund referred to in Clause 30.1 may be enhanced by up to ten thousand (\$10,000.00) dollars wherein the Board agrees to match dollar for dollar any contribution made by the Association, up to a maximum of five thousand (\$5,000.00) dollars per year. The maximum amount that the Board will contribute to this Fund shall not exceed **forty-five thousand (\$45,000.00)** dollars in each fiscal year.
- 30.3 Any Professional Support Staff member, or group of members may make application to the Professional Support Staff Advisory Committee for funds, such application to include a resume of the proposed project.
- 30.4 It is the responsibility of the Professional Support Staff Advisory Committee Chair, or delegated authority, to rule on each application and inform the applicant of the decision. The decision of the Chair or delegated authority, shall be final.
- 30.5 An advisory committee of three (3) Professional Support Staff members and one (1) representative appointed by the Superintendent of Human Resources shall review and revise the guidelines for the Fund as required. An annual report will be submitted to both the C.B.E. Staff Association and the Superintendent of Human Resources detailing the utilization and expenses of the Fund. This committee will meet as required.
- 30.6 Effective September 1, 1998, an additional one thousand (\$1,000.00) dollars shall be allocated on an annual basis for the administration of this Staff Development Fund. **For all funds above the first eight thousand (\$8,000) dollars provided by the Board in Clause 30.1 and Clause 30.2, up to twenty (20) percent may be allocated by the Staff Association to the administration of the Staff Development Fund.**
- 30.7 **In the event that unallocated funds in the Staff Development Fund exceed the current year's annual amount as at August 31 each year, the Board's contribution in the subsequent year shall be reduced by the amount of the excess.**

ARTICLE 31 - MANAGEMENT RIGHTS

- 31.1 The right to control operations and to direct the work force is vested exclusively with Management, subject only to the restrictions provided in this Agreement which effect the exercise of these rights.
- 31.2 Management shall have the right to transfer, discipline, demote, suspend, lay off or discharge employees for proper or sufficient cause. An employee discharged for cause shall not be entitled to notice, or pay in lieu of notice.

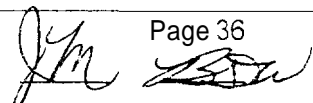
When Management has discharged an employee for just cause, the Staff Association shall be notified within five (5) working days. An employee who has been wrongfully demoted, suspended, or discharged, and is later reinstated shall be compensated in full for any loss in regular time at regular salary which has resulted from such demotion, suspension, or discharge.

- 31.3.1 Written reprimands, or other disciplinary action, shall remain on an employee's file for not less than one (1) year and not more than three (3) years, depending on the gravity (severity) of the infraction. Provided there has been no further written reprimands, or other disciplinary actions of a similar nature during this period, the document will be removed from the employee's personnel file.
- 31.3.2 The Board shall state in each written reprimand, or other disciplinary action, the period for which it shall remain on the employee's personnel file and that employee and the Association shall be so notified.
- 31.3.3 It shall be a shared responsibility between the Board, the Association and the employee to ensure that the written reprimand, or other disciplinary action, is removed from the employee's file. However, in no case shall the information contained in such be used against the employee past the removal date.

ARTICLE 32 - MUTUAL INTEREST BOARD

- 32.1 This joint Committee shall meet to discuss matters of mutual concern and make recommendations. The Committee shall be composed of:
- a) up to six (6) representatives appointed by Management;
 - b) up to six (6) representatives appointed by the Staff Association;
and
 - c) one (1) representative of the Calgary Board of Education Trustees.

The Board of Trustees, Management and the Staff Association shall annually notify each other, in writing; as to their appointees. The Committee shall meet monthly (September through June) unless otherwise agreed to by the committee members. It is understood that there will be one Mutual Interest Board meeting to cover both Staff Association Collective Agreements.



ARTICLE 33 - RETROACTIVITY

- 33.1 All articles in this Agreement unless otherwise specified shall become effective on the date of ratification of this Agreement.
- 33.2 All employees who are employed on the date the Agreement becomes effective, as set out in Clause 2.1 and who have subsequently retired or been terminated shall be paid retroactively on a pro-rata basis for all hours worked from such date. Provided, however, that in the case of employees who have left the employment of the Board prior to the date of signing this Agreement, these employees shall only be eligible for their retroactive salary adjustment if they apply for same prior to sixty (60) days after the date of signing.

ARTICLE 34 - SECONDMENT

- 34.1 Upon request for leave, a member of the Staff Association shall be seconded from the Board to the Calgary Board of Education Staff Association.
- 34.2 There shall be no cost to the Board during the leave.
- 34.3 The Staff Association member shall be entitled to increments in accordance with Article 8 of this Agreement.
- 34.4 The Staff Association member shall earn and retain seniority during the term of the leave.
- 34.5 The Staff Association member shall receive an applicable salary from the Board according to the current Collective Agreement and shall be subject to its provisions. The Staff Association shall reimburse the Board for such member at such periods as the Board may request.
- 34.6 The duration of this leave shall be for the term specified in the secondment contract.
- 34.7 The Staff Association Chairperson shall advise the Superintendent of Human Resources in the event an extension is necessary.
- 34.8 The Staff Association member will be returned to the position held prior to commencement of the leave, or if not available, to a position consistent with their previous experience at not less than the salary and other benefits that were applicable at the time the leave commenced.

THIRD PARTY SECONDMENT

34.9 The Staff Association shall receive written notice two (2) weeks prior to the secondment of any Staff Association member. Where such a situation should arise, all agreements regarding secondment shall name the Association as a party, and shall not result in the loss by the employee of any rights accorded herein.

ARTICLE 35 - INFORMATION

35.1 Unless otherwise stated, the Board shall provide reports to the Association on October 31, December 31, February 5 and May 15 regarding the following information:

- a) Current seniority list on October 31 and May 15
- b) An alphabetical staff list containing name, location, home address and telephone number of Staff Association members.
- c) A staff list by location, containing name, position and FTE.
- d) A monthly list of new hires, leaves of absence, lay-offs and terminations of employment.

ARTICLE 36 - MATERIALS & EQUIPMENT MANAGEMENT ALLOWANCE

36.1 Employees who are specifically designated by management as responsible for transporting, storing, loading and unloading Board materials (equipment, supplies and additional tools), on a regular day-to-day basis, shall receive an inconvenience allowance of thirty (\$30.00) bi-weekly.

Should any employee designated to receive the above allowance not be available for more than 20 working days due to any absence other than vacation, such employee shall not be eligible for the allowance from the 21st day until the employee returns to his/her designated duties.

Designation shall be in writing and may be terminated at any time.

APPENDIX "A"

STAFF ASSOCIATION – PROFESSIONAL SUPPORT STAFF

Grade 1

Grade II

Homestay Coordinator
In Home Support Worker
Justice Liaison Worker
Social Worker

Grade III

Aboriginal Education Liaison Counsellor
Counsellor, Employee Counselling Services
Health Advisor, EHRC
Home/School Liaison Counsellor
Multicultural Liaison Counsellor
School/Family Liaison Worker
School/Family Liaison Worker: REACH

Grade IV

Attendance Counsellor
Communication Specialist
Consultant for the Visually Impaired Specializing in Orientation and Mobility
Educational Audiologist
Educational Audiologist, REACH
Occupational Therapy Consultant
Orientation & Mobility Instructor **for the Visually Impaired**
Physical Therapy Consultant
Psychologist
Psychologist. REACH
Speech Language Pathologist

APPENDIX "B"

EXCLUSIONS REFERRED TO IN ARTICLE 4 – RECOGNITION

Accounts Payable / Payroll Controller
Administrative Assistant, Labour Relations, Health and **Wellness**
Administrative Assistant, Total Compensation and Employee Information
Advisor, Energy Management & Facility Security Services
Advisor, Safety Services
Area Director
Area Supervisor, Facility Caretaking Services
Assistant Corporate Secretary
Assistant Supervisor, Roofing and Interior Services
Budget and Corporate Reporting Analyst
Budget Control Accountant, **SSS**
Business Manager, Student Services
Chief Superintendent of Schools
Community Services Coordinator, Energy & Facility Security Services
Construction Administrator
Contract Manager, Human Resources
Coordinator, Help Desk Services
Coordinator, Purchasing Services
Coordinator, Teacher Staffing
Corporate Financial Analyst
Corporate Information / Data Administrator
Corporate Security Advisor
Creative Director / Executive Producer. Media
Data Security Analyst
Deputy Chief Superintendent of Schools
Desktop & Administrative Support Assistant
Director, Capital **Planning** and Development
Director, Chinook Learning Services
Director, Community Engagement and Operational Planning
Director, Corporate Business Services
Director, Corporate Financial Services
Director, Corporate Partnerships
Director, Curriculum Support
Director, Facility Operations
Director, Information Technology Services
Director, Innovative Learning Services
Director, Labour Relations, Health and **Wellness**
Director, Leadership Development
Director, Organizational Development
Director, Student Services



Director, Talent Management and Sourcing
Director, Total Compensation and Employee Information
Electrical Engineer
ESL Program Manager
Executive Administrative Assistant to the Chief Superintendent
Executive Administrative Assistant to the Deputy Chief Superintendent
Executive Administrative Assistant to the Superintendent, Human Resources
Executive Administrative Assistant to the Superintendent, School Support Services
Executive Assistant to the Trustees
Executive Assistant to the Chief Superintendent
Executive Director, Communications
Executive Administrative Secretary to the Superintendent, **BOES**
Executive Special Assistant, **BOES**
FOIP Coordinator
General Counsel
General Manager, Facility Maintenance Services
General Manager, Plant Operations Services, Facility Caretaking Services
HR Analyst, Talent Management and Sourcing
HR Business Lead, **HRMS** Project
Internal Controls Advisor
Labour Relations Advisor
LINC Supervisor
Manager, Budget and Corporate Reporting
Manager, Capital and Urban Planning
Manager, Communications, Chinook
Manager, Computer and Network Systems
Manager, Corporate Financial Operations
Manager, Corporate Financial Systems and Special Projects
Manager, Design and Construction Services
Manager, Educational Resources and Library Services
Manager, Employee Health Resource Centre
Manager, Enterprise Architecture and Internet Strategy
Manager, Financial and Administrative Support Services
Manager, Human Resources Technology Services
Manager, Marketing, Chinook
Manager, Labour Relations
Manager, Operations Policy
Manager, Leasing and Property Development
Manager, Purchasing Services
Manager, Risk Analysis and Insurance
Manager, School Financial Operations
Manager, School Technology Support
Manager, Service Unit Technology Support
Manager, Staffing Control and Budget
Manager, Support Staffing

Manager, Total Compensation
Manager, Transportation Services
Manager, Warehouse and Distribution Services
Mechanical Engineer
Media Relations Specialist
Operations Manager, Plant Operation Services, Facility Caretaking Services
Organizational Development, Learning and Training Advisor
Programs Architect, Capital & Urban Planning
Program Designer,/Leader, Chinook
Programs Architect
Project Architect
Project Coordinator, Energy & Facility Security Services
Project Engineer
Recording Secretary
Revenue Controller
Senior Advisor, Crisis Response and Change Management
Senior Network Analyst
Senior Solicitor
Senior Systems Analyst
Senior Systems Analyst / /Database Administrator
Senior Systems Integrator
Senior Technical Analyst
Staffing and Recruitment Consultant
Superintendent, Business Operations and Environmental Services
Superintendent, Human Resources
Superintendent, School Support Services
Supervisor, Absence Relief and Carpet Cleaning Services
Supervisor, Administration, Facility Caretaking Services
Supervisor, Distribution and Mail Services
Supervisor, Education Centre Building
Supervisor, Employee Counselling Services
Supervisor, Finance, Chinook
Supervisor, High Schools/Highfield
Supervisor, Electrical Maintenance
Supervisor, General Maintenance
Supervisor, Mechanical Maintenance
Supervisor, School Technology Support
Supervisor, Structural Maintenance
Supervisor, Psychological Support Services
Supervisor, Registration, Information and Book Room
Supervisor, Speech Language Services
System Coordinator, Outdoor Education and Off-site Excursions/ Activities
Total Compensation Analyst
Total Compensation Consultant
Treasury and Revenue Accountant
Warehouse Supervisor

APPENDIX "C"

STAFF ASSOCIATION PROFESSIONAL SUPPORT STAFF SALARY SCHEDULE

I 0 Month Employees

Effective September 1, 2004

3%

Grade	0	1	2	3	4	5	6	7
I	38801	41546	43761	46001	48415			
II	43761	46001	48415	50663	53311	55550		
III	46001	48415	50663	53311	55550	57996	60077	
IV	53674	55889	58263	60511	63222	65437	67679	70530

Effective September 1, 2005

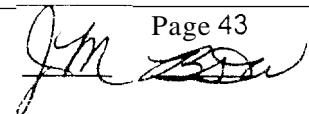
3%

Grade	0	1	2	3	4	5	6	7
I	39965	42792	45074	47381	49867			
II	45074	47381	49867	52183	54910	57217		
III	47381	49867	52183	54910	57217	59736	61879	

Effective January 1, 2007

3.50%

Grade	0	1	2	3	4	5	6	7
I	41364	44290	46652	49039	51612			
II	46652	49039	51612	54009	56832	59220		
III	49039	51612	54009	56832	59220	61827	64045	
IV	57219	59581	62111	64507	67398	69759	72149	75189



PROFESSIONAL SUPPORT STAFF

12 Month Employees

Grade	0	1	2	3	4	5	6	7
I	45854	49101	51719	54368	57219			
II	51719	54368	57219	59875	63007	65654		
III	54368	57219	59875	63007	65654	68538	71001	
IV	63433	66048	68856	71511	74720	77335	79985	83352

II	53271	55999	58936	61671	64897	67624		
III	55999	58936	61671	64897	67624	70594	73131	
IV	65336	68029	70922	73656	76962	79655	82385	85853

								7

APPENDIX "D"
LETTERS OF UNDERSTANDING AND INTENT
TABLE OF CONTENTS

Application of Clause 12.6 to REACH Employees 46

Clause 9.8.1 – Job Evaluation (Staff Association PSS)..... 47

Clause 9.8.2 Salary Grades (Staff Association PSS) 49

Contracting Out (Staff Association PSS) 50

Provisional Psychologists – Terms and Conditions of Employment..... 52
2004 - 2005

Provisional Psychologists – Terms and Conditions of Employment.....54
2005 - 2006

Provisional Psychologists – Terms and Conditions of Employment.....56
2006 – 2007

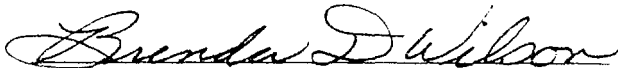
Retired Employees’ Benefit Package58

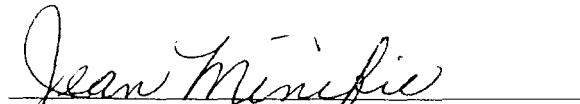
LETTER OF UNDERSTANDING

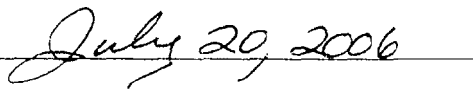
RE: APPLICATION OF CLAUSE 12.6 TO REACH EMPLOYEES

The following practices as agreed on June 3, 1997, concerning lieu time for exceptional workload or excessive hours must be adhered to:

- One half day of lieu time is due to the employee for a "long day". A long day is by definition ten (10) or more hours comprised of billable hours plus travel.
- One half day of lieu time is due for an overnight stay. Where both a long day and an overnight stay occur on the same day, a whole day of lieu time is due to the employee.
- Lieu time is to be taken at times to be mutually agreed upon between the employee and the supervisor of the R.E.A.C.H. program. It is understood that in order for lieu time not to accumulate to unmanageable levels, it should be taken as closely as possible to the time that was accrued.
- It is understood that Winter and Spring break are by definition mutually agreeable times.


On behalf of the
Calgary Board of Education


On behalf of the
C.B.E. Staff Association

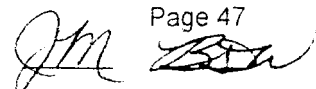
Date  July 20, 2006

LETTER OF UNDERSTANDING

CLAUSE 9.8.1 - JOB EVALUATION (Staff Association PSS)

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the process to be used by the Board in establishing new job evaluations or effecting changes to existing job evaluations as per Clause 9.8.I of this Collective Agreement.

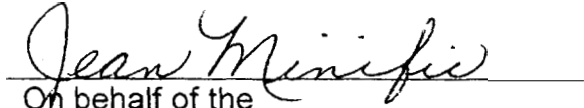
1. When Management deems it necessary or advisable to evaluate a new position description or revise an existing position description, the matter will be submitted to the Job Evaluation Committee for consideration. The composition of this committee shall include:
 - a designate from Human Resources as Chair;
 - management representatives from appropriate C.B.E. work units;
 - an ex-officio (non-voting) designate from the C.B.E. Staff Association.
2. Decisions arising from the Job Evaluation Committee shall be communicated jointly by the Chair or their designate and the Staff Association representative to the Staff Association within seven (7) days. Agreement by the Staff Association will result in the issue being formally signed off.
3. Should the Staff Association fail to agree with a decision of the Committee, a meeting with the Association shall be called by the Chair or their designate to discuss unresolved issues. If agreement is reached, the decision is recommended to the Job Evaluation Committee and, if accepted, re-submitted to the Staff Association to be formally signed off.
4. In the event that no agreement is reached, the parties agree to submit the dispute to two (2) appointees qualified in wage determination and administration, one of whom is appointed by Management and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within fourteen (14) days of their first meeting. Agreement by the appointees shall be final and binding upon both parties.



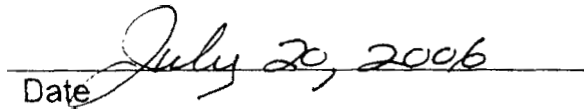
5. Should the appointees fail to unanimously reach a decision, they may appoint a third party to serve as Chair, who holds similar qualifications and is experienced in the field of job evaluation. A majority decision of the three (3) appointees shall be final and binding upon both parties.



On behalf of the
Calgary Board of Education



On behalf of the
C.B.E. Staff Association



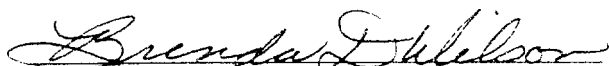
Date

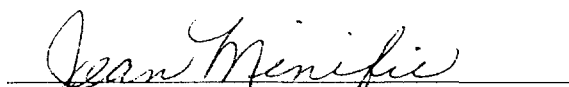
LETTER OF UNDERSTANDING

CLAUSE 9.8.2 SALARY GRADES (Staff Association PSS)

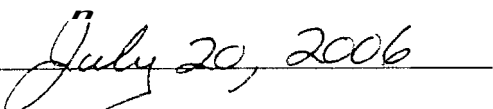
This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the process to be used by the Board in establishing new salary grades or effecting changes to existing salary grades as per Clause 9.8.2 of this Collective Agreement.

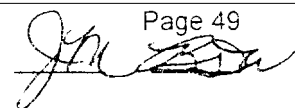
1. When Management establishes new salary grades or effects changes to existing salary grades, a designate from Human Resources shall advise the Staff Association in writing seven (7) days prior to any employee(s) being notified.
2. Should the Staff Association deem the new salary grades, or changes effected to existing salary grades, as established by Management, to be unsatisfactory, the Association may request a meeting with the designate of Human Resources in an attempt to resolve any outstanding issues. If agreement is reached, the decision is formally signed off.
3. In the event that no agreement is reached, the parties agree to submit the dispute to two (2) appointees qualified in wage determination and administration, one of whom is appointed by Management and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within fourteen (14) days of their first meeting. Agreement by the appointees shall be final and binding upon both parties.
4. Should the appointees fail to unanimously reach a decision, they may appoint a third party to serve as Chair, who holds similar qualifications and is experienced in the field of job evaluation. A majority decision of the three (3) appointees shall be final and binding upon both parties.


On behalf of the
Calgary Board of Education


On behalf of the
C.B.E. Staff Association

Date





LETTER OF UNDERSTANDING

CONTRACTING OUT (Staff Association PSS)

The Staff Association and the Calgary Board of Education negotiating teams have, in the interest of ensuring an open and honest process for discussing potential contracting out of services by the Board, agreed to the following process:

When situations occur that result in the Board considering contracting out services that fall under the bargaining certificate of the CBE Staff Association, Management will inform the Superintendent of Human Resources or their designate.

The Superintendent of Human Resources, or their designate, will immediately inform the Staff Association of such situations.

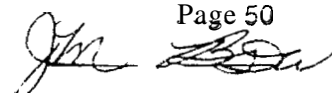
The Staff Association may request the opportunity to meet with management of the work unit considering contracting out. The Superintendent of Human Resources, or their designate, will arrange for the parties to meet and will assist in establishing an agenda. It is understood that this will occur in a timely fashion.

The Staff Association and Management will meet to:


- enable the parties to articulate and understand the rationale for considering the contracting out service;
- clarify the interests of the parties;
- identify and address the potential impact of contracting out on the Staff Association and its members;
- explore options to contracting out that may lessen the impact on the Staff Association and its members.

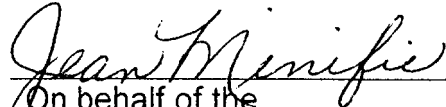
It is understood that the parties may mutually agree to meet on more than one occasion to address identified issues. The Superintendent of Human Resources, or their designate, will, at the request of either party, facilitate such meetings.

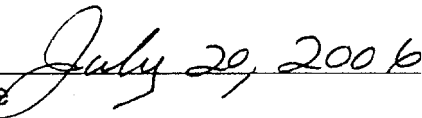
The parties agree to communicate any decisions reached to Staff Association members affected. The process for such communications may be mutually agreed upon.



6. Following the implementation of any decisions relating to the contracting out of services, and where such actions impact the Staff Association and its members, the parties agree to meet to assess and evaluate the process outlined in this document. The Superintendent of Human Resources, or their designate, will assume responsibility for seeing that this occurs.


On behalf of the
Calgary Board of Education


On behalf of the
C.B.E. Staff Association

Date 

LETTER OF UNDERSTANDING

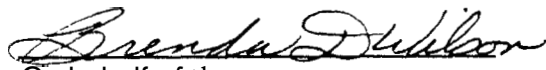
PROVISIONAL PSYCHOLOGISTS – TERMS AND CONDITIONS OF EMPLOYMENT 2004 – 2005

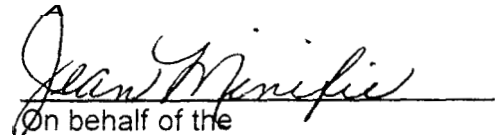
The Calgary Board of Education has agreed to supervise the clinical practice of Provisional Psychologists. In doing so, the Calgary Board of Education and the CBE Staff Association agree to the following terms and conditions of employment provisions for individuals employed as Provisional Psychologists.

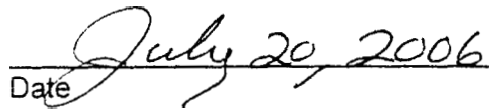
- e Provisional Psychologists will commence ten (10) months of work at the beginning of the traditional school year and shall conclude their work at the end of the traditional school year.
- e Provisional Psychologists shall receive salary divided into twenty-two (22) equal pays.
- Provisional Psychologists will be remunerated for no more or no less than 7 hours per day or 70 hours bi-weekly at a rate of \$9.25 / hour.
- e Provisional Psychologists will receive six (6) percent vacation pay.
- e Applicable union dues will be deducted from Provisional Psychologists pay.
- e The Calgary Board of Education will contribute the employer's portions of CPP and EI and will contribute WCB premiums.
- Provisional Psychologists will complete and submit temporary timesheets every two weeks in order to receive pay.
- e Payday shall be every second Friday. Employees shall receive with each payday a statement showing deductions and adjustments and their pay shall be deposited into the employee's bank account. If a payday falls on a general holiday, then the payday shall be the proceeding Thursday.
- The first payday of the 2004 – 2005 school year shall include the ten workdays from August 23, 2004 to September 3, 2004.
- The last payday of the 2004 – 2005 school year shall include the ten workdays from June 13, 2005 to June 24, 2005.
- e It is understood that employees are expected to participate in activities which are normal extensions of their professional responsibilities. It is also understood that some parameters are necessary in order to ensure both the quality of service delivery and a viable workload for employees. These parameters shall be determined collaboratively by employees and their supervisor. Where Provisional Psychologists participate in normal extensions of their professional responsibilities beyond 7 hours per day, additional pay ■ overtime pay or lieu time will not be provided.
- All other employment provisions, including seniority, of the Staff Association Professional Support Staff and Calgary Board of Education collective agreement shall not apply to Provisional Psychologists.

This Letter of Understanding remains in effect until June 30, 2005 where the parties agree to discuss and negotiate terms and conditions of employment for the Provisional Psychologists for the 2005 – 2006 school year as applicable.

This Letter of Understanding forms part of the Calgary Board of Education and CBE Staff Association Professional Support Staff collective agreement and the contents shall be implemented accordingly.


On behalf of the
Calgary Board of Education


On behalf of the
CBE Staff Association

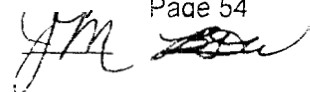

Date

LETTER OF UNDERSTANDING

PROVISIONAL PSYCHOLOGISTS – **TERMS AND CONDITIONS OF EMPLOYMENT** 2005 – 2006

The Calgary Board of Education has agreed to supervise the clinical practice of Provisional Psychologists. In doing so, the Calgary Board of Education and the CBE Staff Association agree to the following terms and conditions of employment provisions for individuals employed as Provisional Psychologists.

- Provisional Psychologists will commence ten (10) months of work at the beginning of the traditional school year and shall conclude their work at the end of the traditional school year.
- Provisional Psychologists shall receive salary divided into twenty-two (22) equal pays.
- Provisional Psychologists will be remunerated for no more or no less than 7 hours per day or 70 hours bi-weekly at a rate of \$9.25 / hour.
- Provisional Psychologists will receive six (6) percent vacation pay.
- Applicable union dues will be deducted from Provisional Psychologists pay.
- The Calgary Board of Education will contribute the employer's portions of CPP and EI and will contribute WCB premiums.
- Provisional Psychologists will complete and submit temporary timesheets every two weeks in order to receive pay.
- Payday shall be every second Tuesday. Employees shall receive with each payday a statement showing deductions and adjustments and their pay shall be deposited into the employee's bank account. If a payday falls on a general holiday, then the payday shall be the proceeding Thursday.
- The first payday of the 2005 – 2006 school year shall include the ten workdays from August 22, 2005 to September 2, 2005.
- The last payday of the 2005 – 2006 school year shall include the ten workdays from June 12, 2006 to June 23, 2006.
- It is understood that employees are expected to participate in activities which are normal extensions of their professional responsibilities. It is also understood that some parameters are necessary in order to ensure both the quality of service delivery and a viable workload for employees. These parameters shall be determined collaboratively by employees and their supervisor. Where Provisional Psychologists participate in normal extensions of their professional responsibilities beyond 7 hours per day, additional pay / overtime pay or lieu time will not be provided.
- All other employment provisions, including seniority, of the Staff Association Professional Support **Staff** and Calgary Board of Education collective agreement shall not apply to Provisional Psychologists.

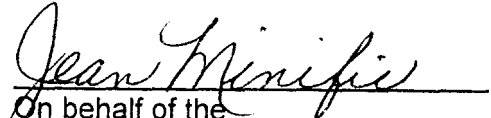


This Letter of Understanding remains in effect until June 30, 2006 where the parties agree to discuss and negotiate terms and conditions of employment for the Provisional Psychologists for the 2006 – 2007 school year as applicable.

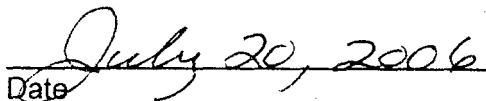
This Letter of Understanding forms part of the Calgary Board of Education and CBE Staff Association Professional Support Staff collective agreement and the contents shall be implemented accordingly.



On behalf of the
Calgary Board of Education



On behalf of the
CBE Staff Association



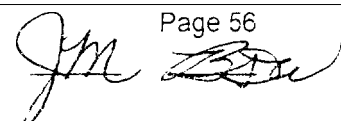
Date

LETTER OF UNDERSTANDING

PROVISION PSYCHOLOGISTS – TERMS AND CONDITIONS OF EMPLOYMENT 2006 – 2007


The Calgary Board of Education has agreed to supervise the clinical practice of Provisional Psychologists. In doing so, the Calgary Board of Education and the CBE ~~Staff~~ Association agree to the following terms and conditions of employment provisions for individuals employed as Provisional Psychologists.


- Provisional Psychologists will commence ten **(10)** months of work at the beginning of the traditional school year and shall conclude their work at the end of the traditional school year.
- Provisional Psychologists shall receive salary divided into twenty-two **(22)** equal pays.
- Provisional Psychologists will be remunerated for no more or no less than 7 hours per day or 70 hours bi-weekly at a rate of **\$9.25 / hour**.
- Provisional Psychologists will receive six **(6)** percent vacation pay.
- Applicable union dues will be deducted from Provisional Psychologists pay.
- The Calgary Board of Education will contribute the employer's portions of **CPP** and **EI** and will contribute **WCB** premiums.
- Provisional Psychologists will complete and submit temporary timesheets every **two** weeks in order to receive pay.
- Payday shall be every second Tuesday. Employees shall receive with each payday a statement showing deductions and adjustments and their pay shall be deposited into the employee's bank account. If a payday falls on a general holiday, then the payday shall be the proceeding Thursday.
- The first payday of the **2006 – 2007** school year shall include the ten workdays from August **21, 2006** to September **1, 2006**.
- The last payday of the **2006 – 2007** school year shall include the ten workdays from June **11, 2007** to June **22, 2007**.
- It is understood that employees are expected to participate in activities which are normal extensions of their professional responsibilities. It is also understood that some parameters are necessary in order to ensure both the quality of service delivery and a viable workload for employees. These parameters shall be determined collaboratively by employees and their supervisor. Where Provisional Psychologists participate in normal extensions of their professional responsibilities beyond 7 hours per day, additional pay / overtime pay or lieu time will not be provided.
- All other employment provisions, including seniority, of the Staff Association Professional Support Staff and Calgary Board of Education collective agreement shall not apply to Provisional Psychologists.

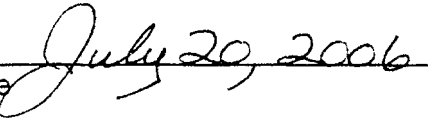


This Letter of Understanding remains in effect until June 30, 2007 where the parties agree to discuss and negotiate terms and conditions of employment for the Provisional Psychologists for the 2007 – 2008 school year as applicable.

This Letter of Understanding forms part of the Calgary Board of Education and CBE Staff Association Professional Support Staff collective agreement and the contents shall be implemented accordingly.


On behalf of the
Calgary Board of Education


On behalf of the
CBE Staff Association

Date 

LETTER OF UNDERSTANDING

RETIRED EMPLOYEES' BENEFIT PACKAGE

The Calgary Board of Education Retired Employee's Benefit Package for all eligible employees covered by the Calgary Board of Education Staff Association Collective Agreement will continue to be available as outlined in this Letter of Understanding.

Employees who are members of Calgary Board of Education Staff Association who have reached fifty-five (55) years of age, but have **not** yet reached sixty-five (65) years of age, and have at least ten (10) years of service with the Board, shall at the time of retirement, be provided with the option to participate in the Calgary Board of Education Retired Employees Benefit Package.

This package includes supplementary health care, dental care, dental coverage and the life insurance coverage until the employee reaches the age of sixty five (65) and may include, at the employee's option, a paid up life insurance policy issued following the employee's 65th birthday.

The cost sharing of the premiums for this package is determined by the retired employee's length of service with the Board at the time of retirement until age sixty-five (65). For employees who retire between September 1, 2005 and August 31, 2007, the cost sharing of premiums is as follows:

Length of Service	% Paid by Board	% Paid by Retiree
25+ years	100%	0%
20-24 years	90%	10%
15-19 years	80%	20%
10-14 years	70%	30%


The cost sharing of the premiums for this package, at the time of the retirement until age sixty-five (65), for employees who retire between September 1, 2007 and August 31, 2009 is as follows:

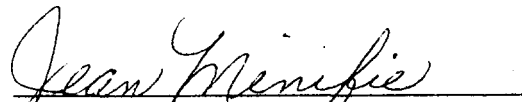
Length of Service	% Paid by Board	% Paid by Retiree
10+ years	50%	50%

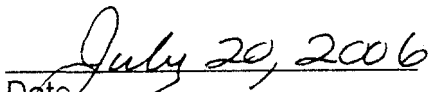
The cost sharing of the premiums for this package, at the time of the retirement until age sixty-five (65), for employees who retire on or after September 1, 2009 is **as follows:**

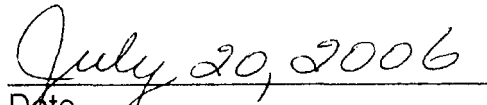
10+ years	0%	100%
-----------	----	------

The provisions of this letter are intended to remain in force beyond the expiry date of the September 1, 2004 - August 31, 2007 Collective agreement between the Calgary Board of Education and the Calgary Board of Education Staff Association.


On behalf of the Calgary Board
Of Education



On behalf of the Calgary Board of
Education Staff Association

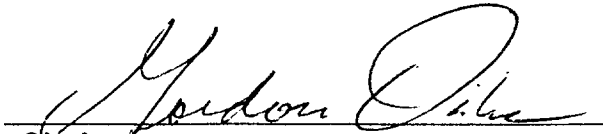

Date

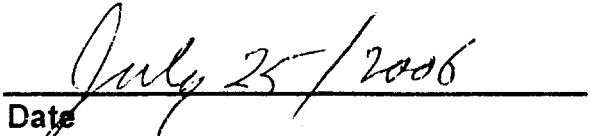

Date

Signed, Sealed and Delivered
in the presence of

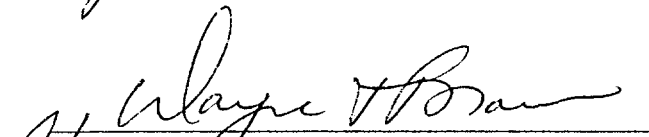
The Board of Trustees
of the Calgary Board of Education

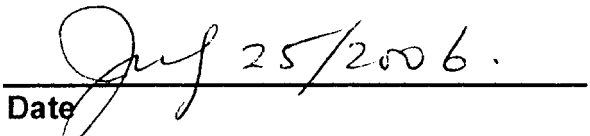

Witness


Chair



Date

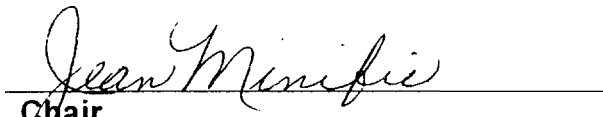

Witness

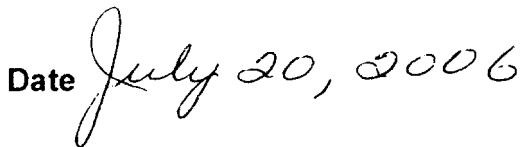

Corporate Secretary-Treasurer


Date

The Calgary Board of Education
Staff Association


Witness


Chair


Date

60